

ZB# 94-27

Mircea Digeratu

51-1-83.12

Mem.

July 11, 1994

Copy:

- ① Deed ✓
- ② Title Report ✓
- ③ Fees: 50.00 ✓
- ④ Photos: 49 ✓

7/15/94 Notice to Sentinel Rd.

Public Hearing:

August 8, 1994

Area
Variance

~~Lot 1/2 - Hoodna Devel Co. Inc.~~
~~#94-27 - Digeratu, Mircea L# 340~~

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

July 20 14174
1994

Received of Mircea V. Digeratu \$ 50.00
Fifty and 00/100 DOLLARS

For Zoning Board 94-27

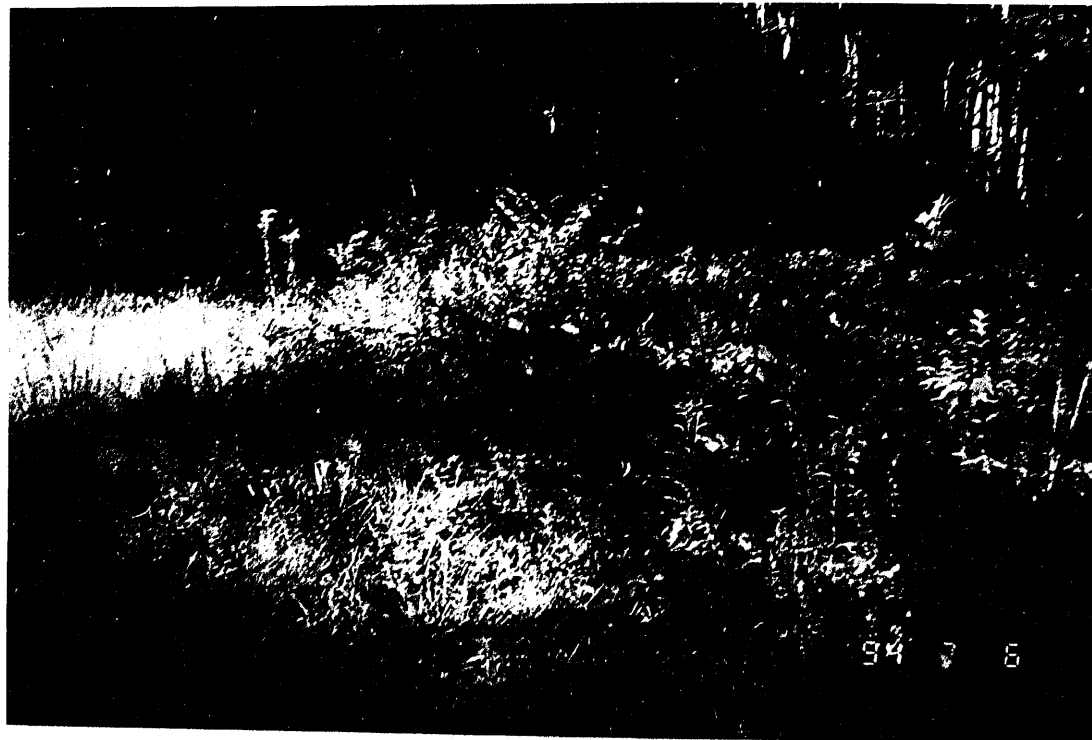
DISTRIBUTION:

FUND	CODE	AMOUNT
CR # 488		50.00

By Dorothy H. Hansen
Town Clerk

Title

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564



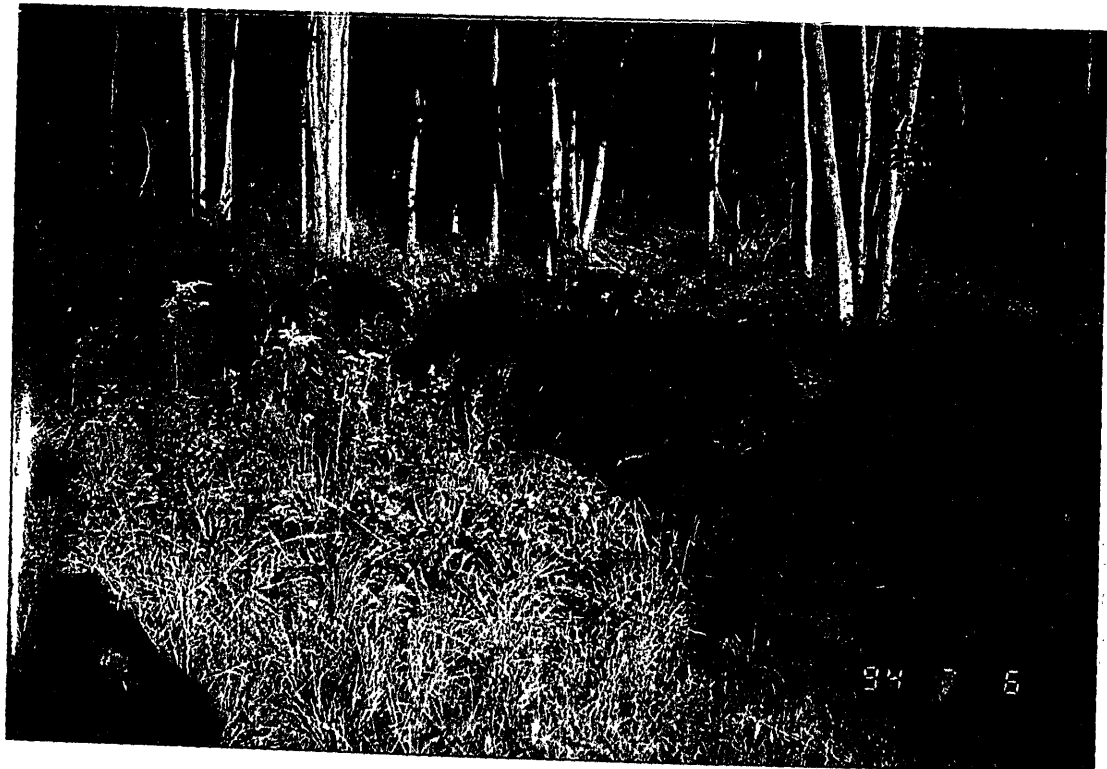
4147 - No. 100000 Dr. v. Co. Inc. 43410

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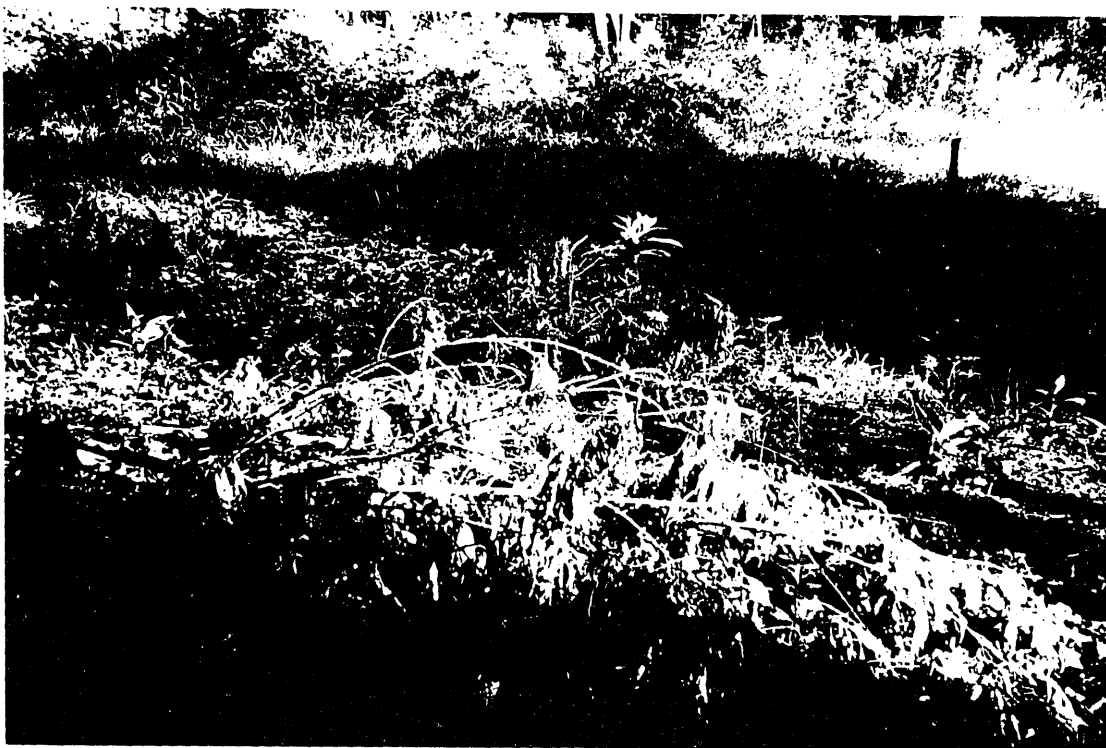
FUND	CODE	AMOUNT
CK# 488		150.00

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By Dorothy H. Hansen
Town Clerk
Title



#94-27-Diguetu, Mireas



-----x
In the Matter of the Application of

MIRCEA DIGERATU,

DECISION GRANTING
AREA VARIANCE#94-27.

-----x

WHEREAS, MIRCEA DIGERATU, residing at 121-14 Linden Blvd., Ozone Park, Queens, New York 11420, has made application before the Zoning Board of Appeals for an 18 ft. 7 in. required road frontage variance in order to construct a single-family residence at 241 Beattie Road in an R-1 zone; and

WHEREAS, a public hearing was held on the 8th day of August, 1994, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared in behalf of himself; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, there were no spectators to speak and there was no opposition to the application before the Board; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence presented by the applicant showed that:

(a) The applicant is applying for a building permit to construct a single-family residence which is proposed for a neighborhood of one-family residences.

(b) If the variance is granted, the applicant proposes to erect a one-family structure on this premises.

(c) The proposed building is equal to or smaller than others in the neighborhood in size.

(d) The applicant's neighbors refused to sell property to the applicant allowing him to comply with the Zoning Local Law requirements.

(e) The lot as it presently exists was part of a previously approved subdivision.

(f) It appears that the road frontage length of 50 ft., which this lot has, was consistent with the requirement of the Zoning Local Law at the time the subdivision was granted.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is substantial in relation to the town regulations but nevertheless should be granted because it will make this property consistent with the surrounding neighborhood.

4. There will be no adverse impact to the neighborhood.

5. The difficulty the applicant faces in conforming to the bulk regulations is not a self-created hardship since the lot was a part of a subdivision approved by the New Windsor Planning Board.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

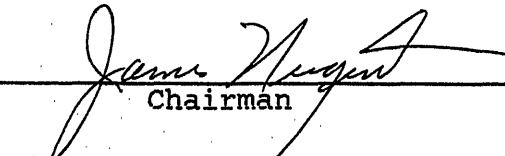
RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT an 18 ft. 7 in. required road frontage variance in order to construct a single-family residence at 241 Beattie Road in an R-1 zone, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: October 24, 1994.

(ZBA DISK#12-100394.MD)


Chairman

DIGERATU, MIRCEA

MR. Mircea Digeratu appeared before the board for this proposal.

MR. NUGENT: Request for 18 ft. 7 in. required road frontage to construct a single-family residence at 241 Beattie Road in R-1 zone.

MR. KRIEGER: Let the record reflect there are no responses.

MR. DIGERATU: I'm asking for a variance to build the house.

MR. NUGENT: Did you take some pictures?

MR. DIGERATU: Yes, I did.

MR. NUGENT: Can we see them?

MR. DIGERATU: Yes.

MR. NUGENT: All woods.

MR. LANGANKE: This was a large piece of property, wasn't it?

MR. TORLEY: Yes.

MR. LANGANKE: I remember discussing this.

MR. NUGENT: Would you like to pass these around?

MR. TORLEY: Sure.

MR. DIGERATU: This is where the house will go.

MS. BARNHART: 7.9 acres plus or minus.

MR. NUGENT: They changed that to R-3. May we keep these?

MR. DIGERATU: Yes, sure.

MR. TORLEY: Sir, you're putting one house back there?

MR. DIGERATU: Yes, sir one-family house.

MR. TORLEY: 50 feet must have been required road frontage when the property was subdivided. You're putting your house on the nice spot of the land because the rest of it further down is a little wet.

MR. DIGERATU: Yeah, I know.

MR. NUGENT: Let the record reflect there was no one in the audience. I'll accept a motion.

MR. TORLEY: I move we grant Mr. Digeratu--I'm sorry.

MR. KRIEGER: The other properties in the neighborhood of what type are they, what's the rest of the neighborhood?

MR. DIGERATU: Residential.

MR. KRIEGER: Are they bigger, smaller or mixed, compared to that premises that you propose to build?

MR. DIGERATU: Properties are smaller, most of them.

MR. KRIEGER: How much bigger a building do you propose to build on this than exists in the neighborhood?

MR. DIGERATU: My house is small, properties are smaller around my property.

MR. KRIEGER: Properties are smaller, the house, have you built the house on there yet?

MR. DIGERATU: No.

MR. KRIEGER: The house that you propose to build on there, not the property, the house, is that bigger or smaller?

MR. DIGERATU: Smaller, I should say than most of the buildings out there.

MR. KRIEGER: Have you inquired of either of your neighbors whether or not you could purchase property from them?

MR. DIGERATU: When I bought it, yeah.

MR. KRIEGER: They said no?

MR. DIGERATU: When I bought the property, no.

MR. KRIEGER: You asked and they said no?

MR. DIGERATU: They have nothing against it.

MR. KRIEGER: I'm not interested in whether they are opposed to your application. I'm asking whether you ever asked them if you could purchase property from them. You understand that you have only 50 foot right-of-way?

MR. DIGERATU: I see.

MR. KRIEGER: In order to make it bigger.

MR. TORLEY: Not a right-of-way.

MR. KRIEGER: I'm sorry, 50 foot wide ownership. What I am trying to determine is if there's any other method that is feasible besides getting a variance, if there's any way that you could increase that feasibly. If neither property owner on either side will sell you property, at a reasonable cost, then the board is entitled to determine if they so wish that there's no other feasible method. Have you ever asked either of them?

MR. DIGERATU: I asked one of them.

MR. KRIEGER: They said no?

MR. DIGERATU: They said no.

MR. KRIEGER: This is part of an approved subdivision before this lot was created by subdivision?

MR. DIGERATU: Yes.

MRS. BARNHART: In '79, filed in '79 according to the stamp on there.

MR. KRIEGER: I think that is sufficient, thank you.

MR. TORLEY: Mr. Chairman, would you entertain a motion?

MR. NUGENT: Yes, I will.

MR. TORLEY: I move we grant Mr. Digeratu his request for 18 foot 7 inch required road frontage variance on 241 Beattie Road.

MR. KANE: Second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

#94-27.

Prelim.
July 11, 1994.
7:30 p.m.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: JUNE 14, 1994

APPLICANT: MIRCEA DIGERATU
121-14 LINDEN BLVD.
OZONE PARK
QUEENS, N.Y. 11420

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: JUNE 14, 1994
FOR (BUILDING PERMIT): TO CONSTRUCT A NEW ONE FAMILY HOUSE
LOCATED AT: 241 BEATTIE ROAD

ZONE: R-1

DESCRIPTION OF EXISTING SITE: SECTION: 51, BLOCK: 1, LOT: 83.12
VACAN LAND

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. INSUFFICIENT ROAD FRONTAGE.



BUILDING INSPECTOR

REQUIREMENTS**PROPOSED OR
AVAILABLE****VARIANCE
REQUEST****ZONE: R-1 USE H-6****MIN. LOT AREA****MIN. LOT WIDTH****REQ'D FRONT YD****REQ'D SIDE YD****REQ'D TOTAL SIDE YD****REQ'D REAR YD.****REQ'D FRONTAGE 70FT.****51FT. 5IN.****18FT. 7IN.**

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD**

CC: Z.B.A., APPLICANT, B.P. FILES.

PRELIMINARY MEETING:

DEGERATU, MIRCEA

MR. NUGENT: Request for 18 ft. 7 in. required road frontage to construct single-family residence at 241 Beattie Raod in R1 zone.

Mr. Digeratu appeared before the board for this proposal.

MR. TORLEY: What do you want to do?

MR. DIGERATU: I'd like to ask you for a variance.

MR. TORLEY: Is this the road that is going in now, shale road going up there?

MR. BABCOCK: No, this is after Wagner Drive.

MR. TORLEY: North?

MR. BABCOCK: South.

MR. NUGENT: Where do you propose the house up on this part here?

MR. DIGERATU: No, sir in here.

MR. TORLEY: What is the total, and the strip that you have is what?

MR. BABCOCK: 51 foot 5 inches.

MR. NUGENT: And he needs 70 and it's 18 foot 7 that he requires.

MR. LANGANKE: Was that 70 requirement like after this lot was drawn up?

MR. NUGENT: They didn't have R1 before. Well, they did but not what they are now.

MR. LANGANKE: How come it's 50 when it was obviously

designed, supposed to be 70? That is my question.

MR. BABCOCK: Well, I'm not sure I have that answer. I can't answer that.

MR. TORLEY: When was the subdivision or lot line change made?

MR. BABCOCK: But the 50 foot strip I assume because there's 7 point some acres in the back the 50 foot strip was left there for a road going in, to build a road back there and subdivide it and put 7 houses back there, you know, on 7 acres. But this gentleman only wants to build one house. Maybe some day if he wants to subdivide, then the Planning Board would force him to build a road back there with a cul-de-sac, whatever.

MR. TORLEY: This is a real flag lot.

MR. BABCOCK: I think that was the intention, the 51 foot, we have 50 foot requirement for a right-of-way so if I was to put a road all the way back there, then he could get road frontage off that road. But to build a road, it's quite a distance for one house. So this is the way we decided to set him up for the Zoning Board.

MR. TORLEY: This has not been before the Planning Board?

MR. BABCOCK: It would not need to be, if he decides to subdivide and build another house, then he will have to put the road in there.

MR. NUGENT: You understand that?

MR. DIGERATU: Yeah but I cannot afford that right now. After I build first house, probably.

MR. NUGENT: You just want to build a house for yourself right now?

MR. DIGERATU: Yes.

MR. BABCOCK: Herb, if you have seen some of the tax maps what they've done in the past what we've tried to

prevent is right at Beattie Road, you'll see a flareout like this, so they get the 70 feet, so they are entitled to that one house. Today, they'd have to do that, we wouldn't approve a lot like that today at the Planning Board.

MR. NUGENT: This is going to be a single-family home?

MR. BABCOCK: That is correct.

MR. NUGENT: How long have you had this piece of property?

MR. DIGERATU: I bought this property almost 20 years ago, 1977.

MR. TORLEY: Hope you like shoveling snow. That is a along driveway.

MR. BABCOCK: Plow truck.

MR. NUGENT: I don't see any problem.

MR. LANGANKE: I make a motion we set the applicant up for a public hearing.

MR. TORLEY: Second it.

ROLL CALL

MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. KRIEGER: When you come back, if you would address yourself to the criteria set forth in here. These are the factors on which the Zoning Board must decide legally so if you would address yourself to those and you'll need to talk to the Zoning Board secretary, call her on the phone when she gets back from vacation.

MR. BABCOCK: There's somebody filling in, I'm not going to ensure that there is someone.

MR. KRIEGER: There may be somebody there tomorrow and

July 11, 1994

59

they'll help you with respect to the procedures and what you have to do now, fees and application and all that sort of thing and if you would bring with you when you come back your deed and title policy, I don't need to see the originals, just the copies.

MR. BABCOCK: Meeting starts at 7:30 normally we're not here this late so if you come this late next time, we won't be here, just so that you know for next time.

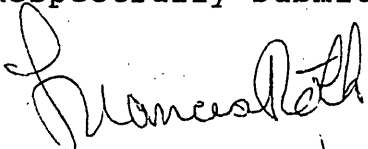
MR. TORLEY: I move we adjourn.

MR. LANGANKE: Second it.

ROLL CALL

MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

Respectfully Submitted By:


Frances Roth
Stenographer 7/21/94

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

In the Matter of Application for Variance of

Mircea Digeratu

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

94-27.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On July 25, 1994, I compared the 23 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
25th day of July, 1994.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1995

(TA DOCDISK#7-030586.AOS)



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(23)

July 21, 1994

Mr. Mircea Digeratu
121-14 Linden Blvd.
Ozone Park, NY 11420

Re: Tax Map Parcel #51-1-83.12 Variance List

Dear Mr. Digeratu:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$45.00, minus your deposit of \$25.00.

Please remit the balance of \$20.00 to the Town Clerk's office.

Sincerely,

Leslie Cook /po
Leslie Cook
Sole Assessor

LC/po
Attachments

cc: ~~Pat Bannan~~

Mehl, Robert X
PO Box 455
Washingtonville, NY 10992

Derevjanik, Ronald J. & Kathleen A.
3 Karen Ct. X
Rock Tavern, NY 12575

Maloney, Carol & Edward
1 Karen Ct.
Rock Tavern, NY 12575 X

Byrnes, William K. & Marjorie
5 Wagner Dr. X
Rock Tavern, NY 12575

Coffey, John J. & Kathleen L.
Wagner Dr.
Rock Tavern, NY 12575 X

Kean, Robert E. & Linda M.
Wagner Dr. X
Rock Tavern, NY 12575

Hartman, David & Lorraine X
9 Wagner Dr.
Rock Tavern, NY 12575

Sadler, Robert D. & Joan T.
2 Karen Ct. X
Rock Tavern, NY 12575

Worthington, Richard P. X
Wagner Dr.
Rock Tavern, NY 12575

Morino, Andrew L. & Carolan M.
Wagner Dr. X
Rock Tavern, NY 12575

Rinaldi, James V. & Karen A.
Beattie Rd. X
Rock Tavern, NY 12575

~~Rinaldi, James~~ X
~~Box 638, 12 Scotchtown Ave.~~
~~Goshen, NY 10924~~ dup.

Mihalics, Thomas J. X
RD #1, Box 5A, Route 207
Rock Tavern, NY 12575

Evans, Thomas A. & Helen S.
238 Beattie Rd.
Rock Tavern, NY 12575 X

Dunn, Frank M. & Gloria C.
Beattie Rd.
Rock Tavern, NY 12575 X

Leyen, Jacoba
Route 207, Box 3 X
Rock Tavern, NY 12575

Congelosi, Anthony, Jr.
Route 207, Box 54 X
Rock Tavern, NY 12575

Mulligan, Raymond I. & Catherine C.
Beattie Rd.
Rock Tavern, NY 12575 X

Saraga, Michael E. & Donna G.
424 Beattie Rd.
Rock Tavern, NY 12575 X

Errichetti, Janis
232 Beattie Rd.
Rock Tavern, NY 12575 X

Baxter, Richard C. & Barbara C.
221 Beattie Rd.
Rock Tavern, NY 12575 X

Doherty, Edward J. & Barbara A.
212 Beattie Rd.
Rock Tavern, NY 12575 X

Flannery, John & Ann X
Beattie Rd.
Rock Tavern, NY 12575

O'Malley, Jacqueline N. X
234 Beattie Rd.
Rock Tavern, NY 12575

LOT # 1

TOTAL AREA
7.920 ACS.

N. OR F.
CONGELOSI

APPOX.
SHORE LINE

POND

OLD RAIL ROAD
FENCE

FOUND LINE OF
METAL POSTS

286.37

N 37° 54' 44" E

665.66
727.09

309.50

S 33° 33' 39" W

COR
WALLS

POND

N. OR F.
CONGELOSI

PARCEL A

2.802 ACS.

N 51° 50' 06" W

281.34

S 52° 52' 37" E

FND
MON

247.19

S 52° 49' 43" W

FND
MON

599.49

616.50

N. OR F.
WAGNER

N. OR F.
RINALDI

DESIGNATION - TOWN OF NEW WINDSOR
S1, BLOCK 1, LOT 83.2 & 83.12.

SHOWN FROM DEED OF RECORD AND NOT
SURVEY.

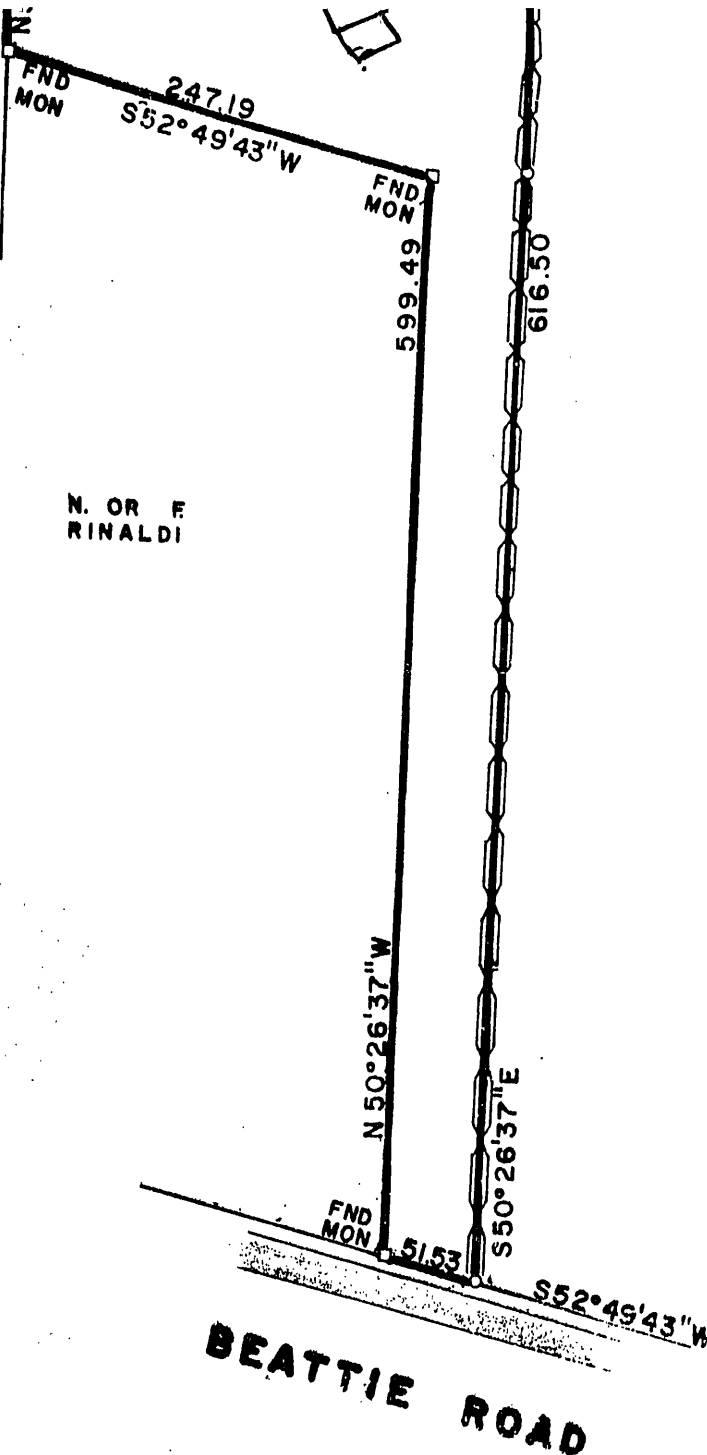
N 50° 26' 37" W

FND
MON

51.53

S 50° 26' 37" E

N. OR F
WAGNER

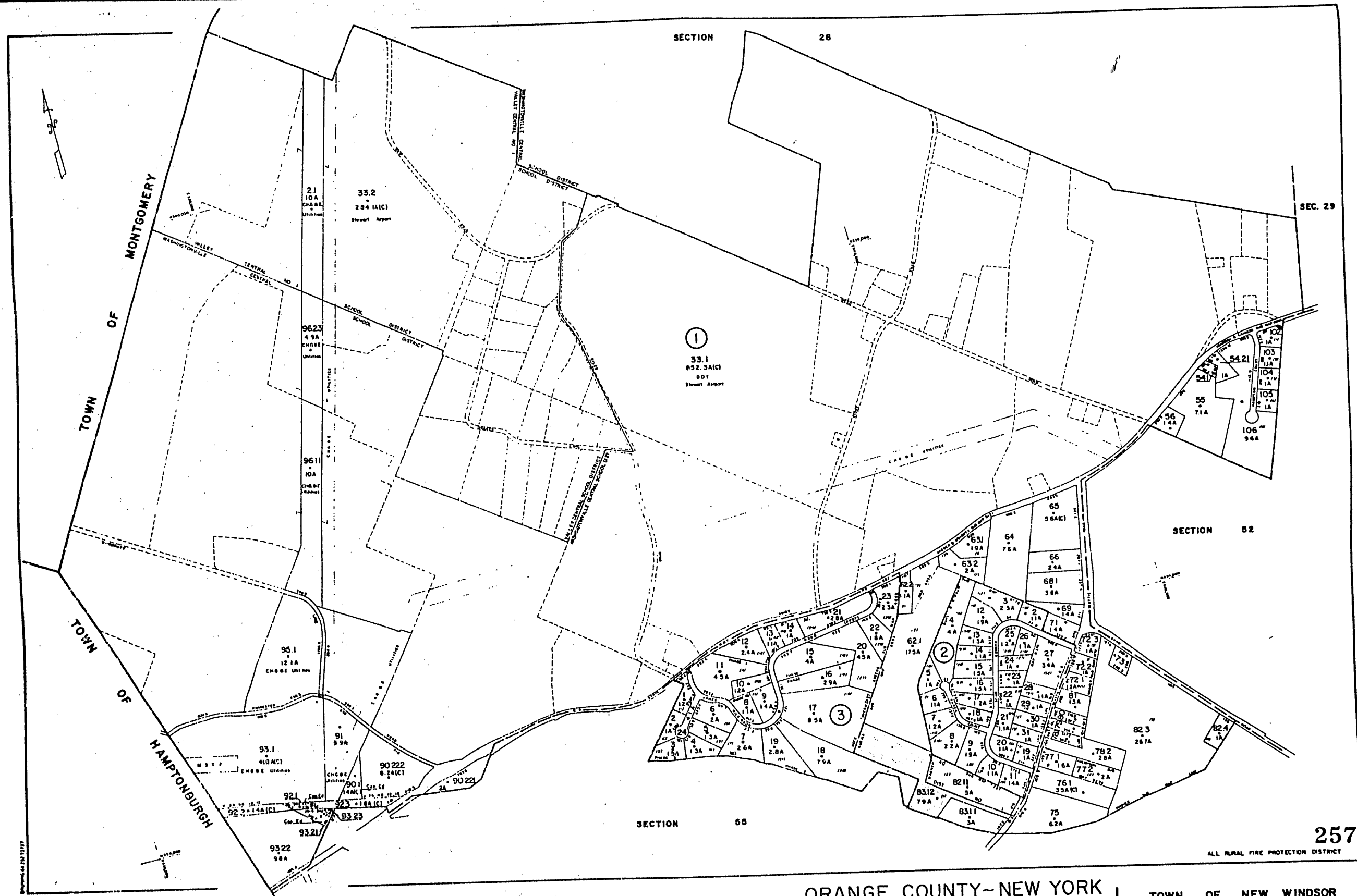


DESIGNATION - TOWN OF NEW WINDSOR
81, BLOCK 1, LOT 83.2 & 83.12.

SHOWN FROM DEED OF RECORD AND NOT
SURVEY.

RECORDED
FILED
JAN 11 1911

RECORDED
FILED
JAN 12 11 58 AM '11



Prepared by
 ORANGE CO. TAX MAP DEPT.
 100 N. ST., ORANGE, N. Y. 12654
 1969
 FOR TAX PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE

LEGEND			
PROPERTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
ADJ. TO SECTION LINE	SECTION LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
ADJ. TO SECTION LINE	SECTION LINE	AREA	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (Sides) or (Areas) in AC.	COUNTY HIGHWAYS
PROPERTY LINE	SPD COORDINATE CENTROID		TOWN ROADS

ORANGE COUNTY-NEW YORK

Photo No. 8-499,500 Date of Map 9-24-67
 Date of Photo 3-1-65 Date of Revision 3-1-91
 Scale 1" = 400'

TOWN OF NEW WINDSOR

Section No. 51

ZONING BOARD OF APPEALS
Summer Session
July 11, 1994

AGENDA:

7:30 P.M. - ROLL CALL

Motion to accept minutes of the 06/13/94 and 06/27/94 meetings as written.

PRELIMINARY MEETING:

1. PREKAS, STEVE - Request for 27.2 ft. rear yard, 15 ft. 4 in. maximum building height and 0.07% floor area ratio for Dunkin Donuts located at Five Corners in Vails Gate. (69-1-11).

2. DIGERATU, MIRCEA - Request for 18 ft. 7 in. required road road frontage to construct single-family residence at 241 Beattie Road in R-1 zone. (51-1-83.12). *121-14 Linden Blvd., Ozone Park Q 11420,*

3. JOY, JAMES/JOYCE, SHAWN - Request for 1,264 s.f. lot area variance to construct single-family residence on North Dean Hill Road in R-3 zone. (65-1-16.3).

4. EMSCO HOMES/MARTENS - Request for 70 ft. required road frontage to construct single-family residence on w/s of Bethlehem Road in an R-3 zone. (57-1-23.1).

5. CODIGAN, KEVIN - Request for 7 ft. side yard and 7 ft. rear yard variances to construct a 10 ft. x 12 ft. shed at 15 Continental Drive in an R-4 zone. (45-4-4).

PUBLIC HEARING:

6. ULLMAN, STUART - Request for 10 ft. rear yard variance to replace deck located at 201 Cambridge Court in R-4 zone. (25-5-9).

7. WEICHERT REALTORS/GENERAL MOTORS - Request for 2 ft. 10 in. rear yard variance for existing deck at 8 Elizabeth Lane in an R-3 zone. (33-1-16).

8. AGRESTI, RAMONA - Request for Interpretation and 6,445 s.f. lot area and 42 ft. required street frontage concerning property located on Lakeside Drive in an R-4 zone which is before the Planning Board for a lot line change. (60-1-4).

PAT - 563-4630 (O)
562-7107 (H)

ZBA meets on the 2nd and 4th Monday of each month unless a holiday falls on that date. July and August: One meeting per month only.

PROCEDURE FOR PUBLIC HEARING

Preparations for a public hearing are relatively simple IF YOU READ AND FOLLOW THIS PROCEDURE:

Call Assessor's Office at 563-4633 and request a variance list containing names and addresses of property owners within 500 ft. of the parcel in question. There is a fee for this list and it is based on the number of names/addresses.

When you receive your list from the Assessor's Office, address an envelope for each of the names on the list, add your return address and a first class stamp thereon and hold these in your file. When you have completed all of your applications, public notice of hearing (leave date blank), call Pat at 563-4630 for an appointment to bring in your completed applications, public notice of hearing and envelopes. Also furnish Pat with a copy of your deed, title report, photographs of property together with fees payable to the Town of New Windsor. A HEARING DATE WILL NOT BE SCHEDULED UNLESS ALL OF THE PAPERWORK IS COMPLETED AND RETURNED TO THE SECRETARY.

The public notice of hearing also has to be published one time in The Sentinel, a weekly newspaper, ten days prior to the public hearing. Secretary will make arrangements for the publication of the notice. Applicant is responsible for payment of publication.

Once the public notice of hearing has been reviewed by the Secretary, she will insert the hearing date and ask you to duplicate the notice, insert same in your prepared envelopes and then return the envelopes to Pat for mailing. She will then verify through affidavit of mailing that each person on the Assessor's list was notified.

Two separate checks, one in the sum of \$50.00 (residential) or \$150.00 (commercial), and a second check in the sum of \$292.00, are due and must be paid upon return of the completed paperwork. This fee includes stenographic services and consultation fees which are charged in the handling of your file.

Applicant's check list:

1. Applications (3 copies);
2. Public notice of hearing;
3. Envelopes with names/addresses of adjacent property owners, stamped and ready for notice to be inserted;
4. Fees;
5. Copy of deed, title report, photographs of site.

IMPORTANT NOTE: If your application is approved by the ZBA, you have one (1) year from the date of approval within which to pursue your building plans. A variance becomes null and void after this period. If you are not planning to build within this time period you must apply to the ZBA before this date expires to seek an extension of this variance.

PATRICIA A. BARNHART, Secretary
ZONING BOARD OF APPEALS
Town Hall-555 Union Avenue
New Windsor, NY 12553
(914)563-4630

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS
APPLICATION FOR VARIANCE

94-27

Date: July 25, 1994

I. Applicant Information:

- (a) DIGERATU, MIRCEA - 121-14 Linden Blvd., Ozone Park, Queens, NY 11420 x
(Name, address and phone of Applicant) (Owner)
- (b) -
(Name, address and phone of purchaser or lessee)
- (c) -
(Name, address and phone of attorney)
- (d) -
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-1 241 Beattie Road, New Windsor, N. Y. 51-1-83.12 7.9 acres +
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 12/03/79
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No
If so, when? -
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: n/a
- _____
- _____
- _____
- _____

IV. Use Variance. n/a

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____
- _____
- _____
- _____
- _____

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n/a
(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No x.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk _____ Regs., Col. H.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
 Reqd. Side Yd. _____	 _____	 _____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. <u>70 ft.</u> _____	<u>51 ft. 5 in.</u> _____	<u>18 ft. 7 in.</u> _____
 Min. Floor Area* _____	 _____	 _____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(See annexed recitation)

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: n/a

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. n/a

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Applicant intends to construct a single-family residence with landscaping which will conform to the neighboring properties in the area.

IX. Attachments required:

- x Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- x Copy of tax map showing adjacent properties.
- n/a Copy of contract of sale, lease or franchise agreement.
- x Copy of deed and title policy.
- x Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- n/a Copy(ies) of sign(s) with dimensions and location.
- x Two (2) checks, one in the amount of \$50.00 and the second check in the amount of \$292.00, each payable to the TOWN OF NEW WINDSOR.
- x Photographs of existing premises from several angles.

X. Affidavit.

Date: July 25, 1994

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

x Mircea Digeratu
(Applicant)
MIRCEA DIGERATU

Sworn to before me this

20th day of July, 1994.

XI. ZBA Action:

(a) Public Hearing date: _____

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1995

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

The parcel in question was purchased by Applicant in December of 1979. It contains 7.9 acres ± of land and is presently vacant. Applicant has made an application for a building permit to construct a single-family residential dwelling through the Building Department and it was denied on June 14, 1994 because the parcel has insufficient road frontage of approximately 18 ft. 7 ins. Therefore, Applicant cannot construct the residence without the necessary variance.

Since this request is in the nature of an area variance, the Applicant presents five specific points to explore:

1. The Applicant believes that if this minor variance is granted it will not produce an undesirable change in the character of the neighborhood or detriment to nearby properties. Since the zoning in the area is R-1 (residential), the area will remain as such with the improvement of a single-family residential dwelling thereon.

2. There is no other method that the Applicant can feasibly pursue other than the area variance sought.

3. The Applicant submits that the extent of the variance sought is not substantial since he has available 51 ft. 5 in. of road frontage and is seeking only 18 ft. 7 in. road frontage variance from the Zoning Board of Appeals.

4. Applicant feels that the proposed variance sought will not have an adverse effect or impact on either the physical or environmental conditions in the neighborhood. The variance refers to residential improvements which will be constructed by the Applicant and will not ultimately create an adverse effect or impact.

5. The Applicant's difficulties are clearly self-created since the vacant lot when purchased did not have the necessary road frontage to render it a buildable lot. At the time of purchase of the vacant lot in 1979, Applicant was unaware of the requirements for road frontage in the R-1 zone.

In view of all of the facts and circumstances presented to this Board, Applicant respectfully requests that the area variance sought be granted.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 27

Request of MIRCEA DIGERATU

for a VARIANCE of the Zoning Local Law to permit:

construction of single-family residential dwelling with insufficient
road frontage;

being a VARIANCE of Section 48-12 - Table of Use/Bulk Regs.-Col. H,

for property situated as follows:

241 Beattie Road, New Windsor, New York,

known as tax lot Section 51 Block 1 Lot 83.12.

SAID HEARING will take place on the 8th day of August,
1994, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P. M.

JAMES NUGENT
Chairman

Search

FILE NO. 93-424.....

51-1-83.12 tax desig.

Homestead Abstract Company of Orange County, Inc., Does Hereby Certify,
That it has caused the Indices and Dockets in the County Clerk's Office of Orange County, N. Y., to be searched for Deeds, General Assignments, uncanceled Mortgages and Mortgages to Loan Commissioners, executed by, and uncanceled Lispendens, Collector's Bonds, Sheriff's Certificates of Sale, Orders Appointing Receivers, Insolvent Assignments, Foreclosures by Advertisement, Homestead Exemptions, Contracts for Building Loans, Federal Tax Liens, Bail Bond Liens and Individual Surety Bond Liens, docketed against the following person or persons, corporation or corporations, during the period or periods stated; and for uncanceled Mechanics' Liens docketed during the period or periods stated, but for not more than two years prior to date of this certificate, and for Financing Statements docketed as affecting real property under the Uniform Commercial Code

William W. Weitling from April 11, 1911 to July 9, 1958.

Aleck P. Kubina from July 7, 1958 to December 12, 1979.

Mircea Digeratu and Tulia Digeratu from December 2, 1979 to October 9, 1993.

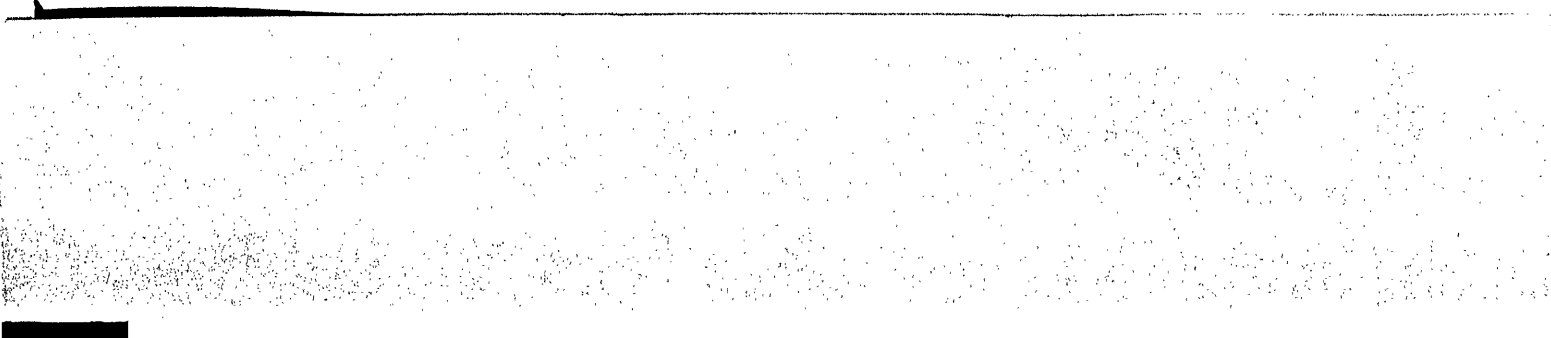
and also that it has caused the Dockets of Judgments, in said office, to be searched for unsatisfied Judgments and Transcripts of Judgments docketed against

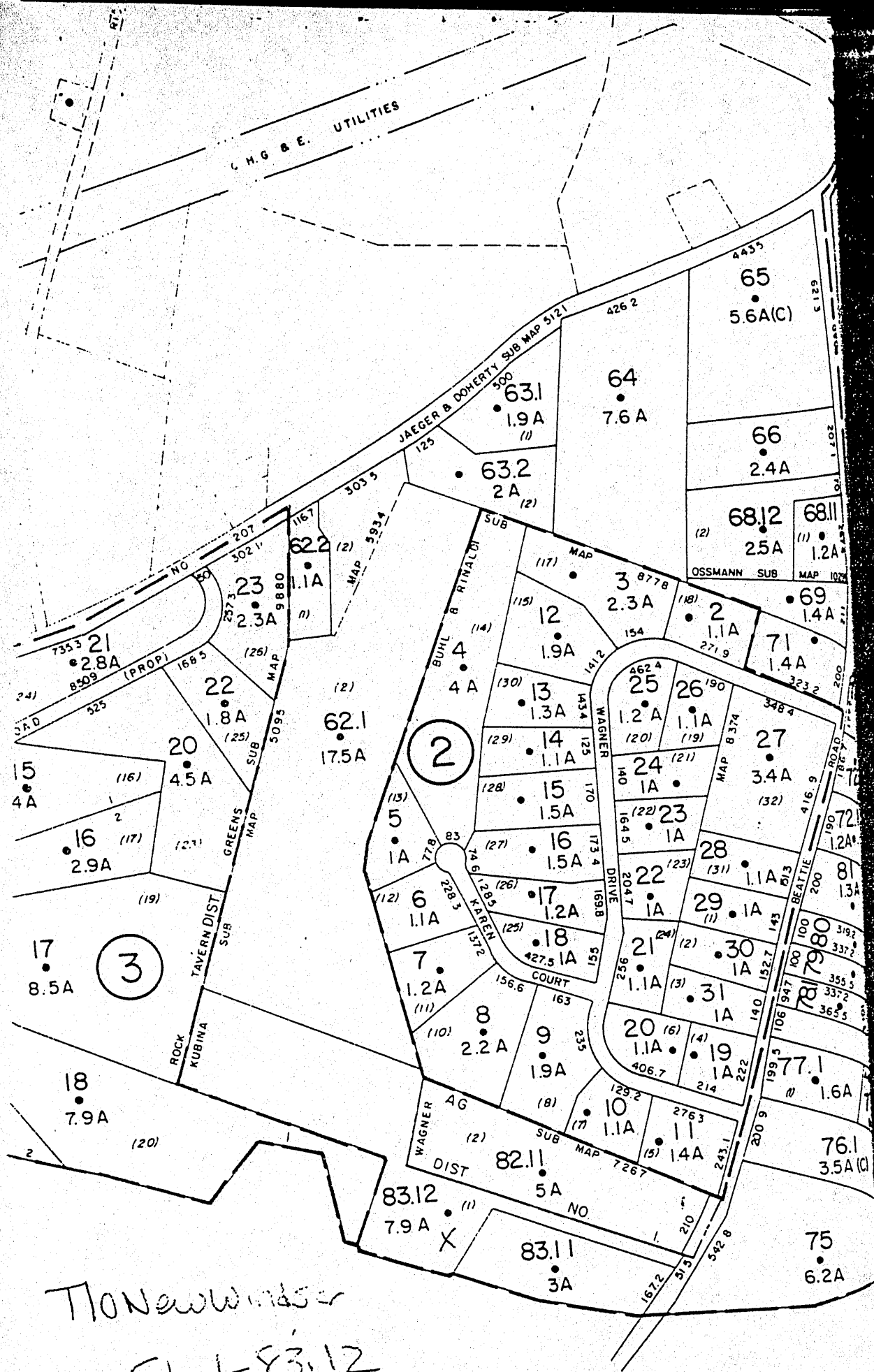
Mircea Digeratu and Tulia Digeratu from October 9, 1983 to October 9, 1993.

And finds as follows, viz: —Affecting lands in the Town of New Windsor, Orange County, New York as described in a deed executed by Aleck P. Kubina to Mircea Digeratu and Tulia Digeratu dated December 3, 1979 and recorded in Book 2151 page 880.

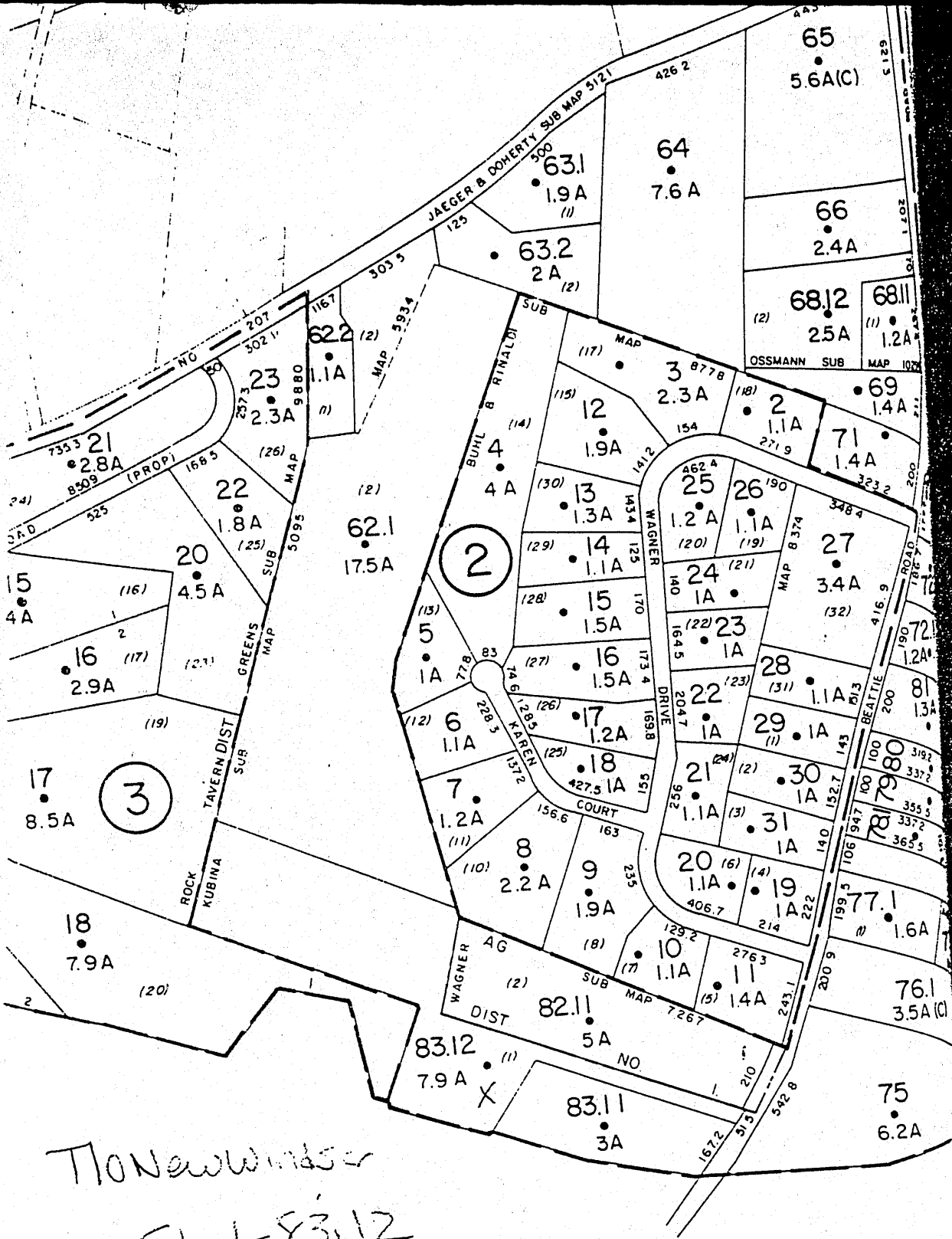
Dated, Goshen, N.Y., Oct. 9, 1993

Liability for search herein is limited to \$500.00.





ORANGE COUNTY ~ NEW YORK



ORANGE COUNTY~NEW YORK

Photo No: 8-499,500
 Date of Photo: 3-1-65

Date of Map: 9-24-67
 Date of Revision: 3-1-93

Scale: 1" = 400'

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Kings and also Clerk of the Supreme Court of said County (said Court being a Court of record). Do hereby certify that Mr. Geo. Blank whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgment a Notary Public of the State of New York, in and for said County of Kings, dwelling in said County, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to said certificate is genuine, and that the said instrument is executed and acknowledged according to the laws of the State of New York. In Testimony Whereof I have hereunto set my hand and affixed the seal of the said County and Court this 5 day of Mar. 1909. Frank Ehlers, Clerk. (LS)

A true record entered April 13th 1911 at 3-50 P.M..

Rec. 4/13/11

Liber 523

Is in Egypt Clerk.
pg. 384 This Indenture made the twelvth day of April in the year one thousand nine hundred and eleven. Between George H. Brooks and Eliza his wife, of Chester, N.Y., Charles B. Brooks of the town of Blooming Grove, Orange County, N.Y., and Charlotte his wife, Samuel R. Brooks, widower, Hannah A. Vance, Alpha L. Brooks all of the town of New Windsor, in said County, Sarah E. Fairchild, of the town of Monroe in said County, W. Howard Brooks of the town of Woodbury, in said County and Lucy his wife, Millard F. Brooks of Mahwah in the State of New Jersey and Leonora his wife and Ella G. Christie of the Borough of Brooklyn, N.Y., parties of the first part and William W. Weitting of New York City party of the second part, Witnesseth, That the said parties of the first part for and in consideration of Seven thousand two hundred fifty dollars (\$7,250.00) lawful money of the United States paid by the said party of the second part do hereby grant and release unto the said party of the second part his heirs and assigns forever.
ALL that tract or parcel of land situate in the town of New Windsor County of Orange and State of New York, which was conveyed by John J. Denniston to William Brooks by deed bearing date April 1st 1867 and recorded in Orange County Records for deeds in Liber 201 pages 26 &c. April 2nd 1867 and described in said deed as follows:- ALL that certain farm situated in said town of New Windsor which was conveyed by James Denniston to John Denniston by deed dated May twenty seven 1847 and recorded in Orange County Records for deeds May twenty eight 1847 in Liber 92 at page 319 and which is in said deed described as follows to wit, ALL that certain farm, tract or parcel of land situate, lying and being in the town, County and State aforesaid, bounded as follows, Northerly by the lands of

John V. Weeks and the lands of Matthias Coleman, easterly by the lands of James Burnett, southerly by the lands of Jane Shaw, the lands of Jane Beatty and the lands of Lewis S. Miller, and westerly by the lands of William H. Miller Containing one hundred and forty nine acres of land be the same more or less. Excepting and Reserving however out of said premises all the interest conveyed by William Brooks in the following two parcels of land namely :- First Tract. All that tract or parcel of land conveyed by William Brooks to The North River Railroad Company by deed bearing date May 9th 1881 and recorded in Liber 305 at page 397 in the Clerk's Office of Orange County, to which deed and the record thereof, reference is hereunto made for a more particular description thereof. Second Tract. All that tract or parcel of land lying and being in the town of New Windsor, which was conveyed by William Brooks to the New York, West Shore and Buffalo Railway Company by deed bearing date September 5th 1882 and recorded in Liber 317 at page 199 in the Clerk's Office of Orange County, to which deed and the record thereof, reference is hereunto made for a more particular description thereof.

Together with the appurtenances and all the estate and rights of the said parties of the first part in and to the said premises. To Have and to Hold the above granted premises unto the said party of the second part his heirs and assigns forever. And the said George H. Brooks, Charles B. Brooks, Samuel R. Brooks, Hannah A. Vance, Alpha L. Brooks, Sarah E. Fairchild, W. Howard Brooks, Millard F. Brooks and Ella G. Christie do covenant with the said party of the second part as follows: That the party of the second part shall quietly enjoy the said premises. That the said George H. Brooks, Charles B. Brooks, Samuel R. Brooks, Hannah A. Vance, Alpha L. Brooks, Sarah E. Fairchild, W. Howard Brooks, Millard F. Brooks and Ella G. Christie will forever warrant the title to said premises. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Sarah E. Fairchild	L.S.
W. Howard Brooks	L.S.
Luey Brooks	L.S.
Millard F. Brooks	L.S.
Leonora Brooks	L.S.
Ella G. Christie	L.S.
Geo. H. Brooks	L.S.
Eliza Brooks and	L.S.
Charles B. Brooks	L.S.
Samuel R. Brooks	L.S.
Charlotte Brooks	L.S.
Hannah A. Vance	L.S.
Alpha L. Brooks	L.S.

By Geo. H. Brooks, their Attorney in Fact.

In The Matter of Proving the
Last Will and Testament
of

Petition.

William W. Weitling, deceased,
as a will of real and personal property.

To the Honorable

The Surrogate's Court of the County of Queens;

The petition of Bank of New York and Trust Company, a corporation of the State of New York having its principal office and place of business at Number 48 Wall Street in the Borough of Manhattan, City and County of New York, respectively shows: 1. That your petitioner is a corporation organized under the laws of the State of New York, duly authorized and empowered to perform, in the State of New York, and elsewhere, the duties of executor of, and trustee under, last wills and testaments. 2. That your petitioner is the executor named in the last will and testament of William W. Weitling, late of Number 117-05-14th Avenue, College Point, Borough of Queens, City of New York, in the County of Queens deceased, who was a citizen of the United States of America. 3. That the said deceased was, at or immediately previous to his death, a resident of College Point, Borough of Queens, City of New York, in the County of Queens, and departed this life on the 16th day of December 1929, at or near Ft. Meade in the State of Florida. 4. That said last will and testament herewith presented, relates to both real and personal property, is dated the 7th day of October 1929, and is signed at the end thereof by said testator and by David G. Kennedy, Edward W. Kane and Robert Harry as subscribing witnesses. 5. That to the best of the knowledge, information and belief of your petitioner, there is no codicil to said last will and testament and no other will of said testator is on file in any Surrogate's office. 6. That the names, relationship, places of residence, and post office addresses of the widow, all the heirs at law and next of kin of said decedent, and of each person designated in said last will and testament as executor, testamentary trustee or guardian are as follows; (a) Louise Blanche Weitling widow of said testator who resides at #117-05-14th Avenue, College Point, Queens County, New York, but is temporarily sojourning in the State of Florida, where her post-office address is P.O.Box 225, Lake Placid, Florida; (b) Irma L. Fenneberg, a daughter of said testator, who resides and whose post-office address is at #185-31st Street, Milwaukee, Wisconsin; (c) Dorothea Weitling a daughter of said testator, who is an infant under the age of fourteen years, and who resides with her mother, said Louise Blanche Weitling, at #117-05-14th Avenue, College Point, Queens County New York, but is now temporarily sojourning in the State of Florida, where her post-office address is P.O.Box 225 Lake Placid, Florida. (d) Said Louise Blanche Weitling is named in said last will and testament as guardian of the person and property of said Dorothea Weitling. (e) Your petitioner is the only person named in said will as executor or as testamentary trustee.

7. That said testator left him surviving no child or children, no adopted child or children, no issue of any deceased child or children, and no issue of any deceased adopted child or children, except those hereinbefore mentioned.

8. That the names and post-office addresses of all legatees and devisees named in said last will and testament, other than the foregoing, are as follows:

Martin, Fenneberg, 185-31st Street, Milwaukee, Wisconsin;
 Phyllis M. Fenneberg, 185-31st Street, Milwaukee, Wisconsin;
 Eloise E. Fenneberg, 185-31st Street, Milwaukee, Wisconsin;
 Irene L. MacDowell, Rock Tavern, Washingtonville, Orange County, New York;
 George I. MacDowell, Rock Tavern, Washingtonville, Orange County, New York;
 Caroline D. Weitling, 195 Fingerboard Road, Fort Wadsworth, Staten Island, New York;
 Terijon Weitling, 195 Fingerboard Road, Fort Wadsworth, Staten Island, New York;
 Charles Herbert Weitling, 1408 Cerro Gordo Street, Los Angeles, California
 (P.O. Box 1808)
 Edith Goulding Weitling, 750 Tompkins Avenue, Fort Wadsworth, Staten Island, New York
 Noreen Weitling, 1408 Cerro Gordo Street (Post Office Box 1808)
 Los Angeles, California.
 William Balzer, 117-05-14th Avenue, College Point, Borough of Queens,
 New York City.

9. That all of the persons hereinbefore mentioned are of full age and sound mind, except as hereinbefore set forth in respect to said Dorothea Weitling, daughter of said testator, and except that said Phyllis M. Fenneberg and Eloise E. Fenneberg are infants under the age of fourteen years and live with their father said Martin Fenneberg, at #185-31st Street, Milwaukee, Wisconsin, and that said Noreen Weitling is an infant under the age of fourteen years and lives with her father, said Charles Herbert Weitling at 1408 Cerro Gordo Street (P.O. Box 1808), Los Angeles, California.

To the best of your petitioner's knowledge, information and belief, none of said infants has any general or testamentary guardian.

10. That there are no persons or corporations interested in this proceeding other than those mentioned. 11. That the value of the real property in this State of which the said testator died seized is more than Ten thousand dollars (\$10,000.); and the value of the personal property of which he died possessed is more than Ten thousand dollars (\$10,000.). 12. That no other petition for the probate of any will of said decedent, or for the granting of letters of administration on his estate has been heretofore filed in any Court so far as your petitioner has been able to ascertain, after having made due inquiry.

Wherefore your petitioner prays that the said last will and testament may be admitted to probate by this Honorable Court as a will of real and personal property, that a citation be issued to the said widow, heirs at law and next of kin of said decedent to show cause why said last will and testament should not be admitted to probate and recorded and letters testamentary issued thereon to your petitioner. And your Petitioner Further Prays for an order direct-

ing the service of the citation herein, without the State of New York, or by

publication, upon the persons named herein as non-residents, or who cannot be served within the State of New York, including said Louise Blanche Weitling and Dorothea Weitling.

Dated the 20th day of December 1929.

Bank of New York and Trust Company, Petitioner

Seal

by A.J. Purdy, Vice-President

Conklin & Montross, Attorney for Petitioner,

Office and Post Office Address 63 Wall Street

Borough of Manhattan, New York City.

State of New York)

SS.

County of New York)

A.J. Purdy, being duly sworn deposes and says

that he has read the foregoing petition and knows the contents thereof and that the same is true of his own knowledge except as to the matters therein stated to be alleged upon information and belief and that as to those matters he believes it to be true. That the reason why this verification is not made by the petitioner is that the petitioner is a corporation and this deponent is an officer thereof, to wit, Its Vice-president.

Sworn to before me this

A.J. Purdy

20th day of December 1929.

Seal Francis J. Williams, Notary Public, Kings Co. No. 307 Reg. No. 470

Cert. filed in N.Y. Co. No. 942, Reg. No. 0-587

Commission expires March 30, 1930

(Endorsed Surrogate's Court, County of Queens. In the Matter of Proving the Last Will and Testament of William W. Weitling, Deceased, as a will of real and personal property. Copy Petition. Conklin & Montross, Attorneys for Petitioner, 63 Wall Street, Borough of Manhattan, New York.)

I, William W. Weitling of College Point in the Borough of Queens of the City of New York in the State of New York do make publish and declare this my last will and testament as follows:- First:- I revoke all wills and codicils that I have heretofore made. Second. I direct that all valid estate, succession, transfer and inheritance taxes upon my estate or upon any of the gifts herein contained be paid out of my residuary estate. Third: I direct that all my just debts and funeral expenses be paid as soon as practicable after my death. Fourth. I give and devise to my stepdaughter Irene L. MacDowell and to her heirs and assigns forever my real estate and premises at Rock Tavern, Orange County, New York, commonly known as the Brooks Farm, including land, buildings, improvements and fixtures thereon, Provided However and I direct

William W. Weitling

that my wife Louise Blanche Weitling and my daughter Dorothea Weitling and each of them separately shall have the full and uninterrupted use and occupancy of the southerly portion of the main dwelling-house now occasionally occupied by me, including all rooms and closets now used by me and my family, together with an ample supply of water therefor from the driven well and the tank on the tower

on said lands, so long as said lands or any part thereof shall be owned by my

(IS) said stepdaughter or by any member of the MacDowell family. . . . Fifth. I give and bequeath to my chauffeur William Balzer if he shall survive me the sum of Five thousand dollars (\$5,000.)

Sixth. All my household furniture, books, pictures, ornaments, bric-a-brac, works of art and virtu., clothing, jewelry, silverware, linens, wines, liquors, consumable stores, articles of personal or household use or adornment, automobiles, horses and carriages, with their accessories, equipment and supplies, I give and bequeath to my wife Louise Blanche Weitling if she shall survive me and otherwise to the corporation which shall qualify as executor of this my will, requesting but not directing that the same be distributed in accordance with a written memorandum which I intend to leave for that purpose or if I shall leave no such memorandum or so far as such memorandum shall fail to give instructions, then according to the best judgment of my wife or of such executor as the case may be. . . . Seventh. I give and

William W.
Weitling

bequeath to my wife Louise Blanche Weitling if she shall survive me and otherwise to the corporation which shall qualify as executor of this my will the sum of Five thousand dollars (\$5,000.) requesting but not directing that the same be distributed to and among my servants and others in accordance with a memorandum which I intend to leave for that purpose, or if I shall leave no memorandum or so far as such memorandum shall fail to give instructions, then according to the best judgment of my wife or of such executor as the case may be.

(IS) Eighth. I give and bequeath to each child of mine who may hereafter be born to me the sum of Five thousand dollars (\$5,000.) . . . Ninth. All the rest residue and remainder of my property and estate both real and personal and whereso-

ever situated, including any lapsed legacies and devises and including any property of which at the time of my death I shall have power of appointment or disposal, I give devise and bequeath to Bank of New York Trust Company, a corporation of the State of New York, or to any bank or trust company which may have succeeded to its business, in Trust Nevertheless to divide the same into twenty-four (24) shares of equal value and to hold the same to and for the following uses and purposes and trusts to wit;

(1) (a). To hold eight (8) of said twenty four (24) equal shares in trust for the benefit of my wife Louise Blanche Weitling during her natural life.

(1) (b). To invest the same and keep same invested and to collect the rents issues income and profits thereof and to pay over the same semi-annually or oftener in the discretion of said trustee or of its successor to my wife during her natural life.

William W.
Weitling

(1) (c). Upon the death of my wife to pay over, transfer, convey and deliver the principal and corpus of one of said eight (8) shares to such person or persons in such proportions and upon such terms and conditions as my wife shall have appointed and directed in and by her valid last will and testament, whether made before or after my death, or, in default of such valid appointment, to her heirs and next of kin in accordance with the laws of the State of New York then in force .

(IS)

(1) (d). Upon the death of my wife to add the principal and corpus of the remaining seven (7) of said eight (8) shares to the trust hereinafter provided for my daughter Dorothea Weitling.

(1) (e). In case my wife shall have died before me the said eight (8) shares shall be added to the trust hereinafter provided for my daughter Dorothea Weitling.

(2) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of my daughter Dorothea Weitling during her natural life.

(2) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to reinvest and accumulate the same during the minority of my said daughter but with authority to the trustee for the time being of said trust in its discretion from time to time during the minority of my said daughter to pay over to her or to expend for her maintenance education or other benefit the whole or any part or parts of such income.

William W.
Weitling

(2) (c). When my said daughter shall have reached the age of twenty one years, to pay over to her the accumulated income, if any, from such trust and thereafter to pay to her the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee during her natural life.

(2) (d). From and after the death of my said daughter to pay over the net rents issues income and profits of such trust semi-annually or oftener in the discretion of such trustee to my wife Louise Blanche Weitling during her natural life.

(LS)

(2) (e). Upon the death of the survivor of my wife and my said daughter to pay over, transfer, convey and deliver the principal and corpus of such trust (including any funds and property directed by Subdivisions (1) (d) and (1)(e) of this Article Ninth to be added thereto) to and among my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one; or if there be no such issue, then to my daughter Irma L. Fenneberg if she shall then be living, and otherwise to her issue then surviving, in equal shares per stirpes if more than one.

(2) (f). In case my said daughter Dorothea Weitling shall have died before me the said one (1) share shall be added to the trust hereinbefore provided for my wife Louise Blanche Weitling.

(3) (a). To hold five (5) of said twenty four (24) equal shares in trust for the benefit of my daughter Irma L. Fenneberg during her natural life.

(3) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the same semi-annually or oftener in the discretion of such trustee to my daughter Irma L. Fenneberg during her natural life.

William W.
Weitling

(LS)

(3) (c). From and after the death of my said daughter Irma L. Fenneberg to pay over the net rents, issues, income and profits of one of said five (5) shares semi-annually or oftener in the discretion of such trustee, to my son-in-law, Martin Fenneberg during his natural life, and upon his death, or if he shall have died before me or before the death of my said daughter, then at the death of

survivor of myself and my said daughter, to pay over, transfer, convey and deliver the principal and corpus of said one share to my granddaughter Phyllis M. Fenneberg and to her heirs and assigns forever, or, if she shall also have died, to my granddaughter Eloise E. Fenneberg.

(3) (d). Upon the death of my daughter Irma L. Fenneberg to add the principal and corpus of two (2) of said five (5) shares to the trust hereinafter provided for my granddaughter Phyllis M. Fenneberg and to add the principal and corpus of two (2) of said five (5) shares to the trust hereinafter provided for my granddaughter Eloise E. Fenneberg.

(3) (s). In case my daughter Irma L. Fenneberg shall have died before me, to hold one (1) of said five (5) shares in trust for the benefit of my said son-in-law Martin Fenneberg during his natural life, to pay the net rents, issues, income and profits of said one share semi-annually or oftener in the discretion of such trustee to my said son-in-law during his natural life, and upon his death, or if he shall also have died before me, then at my death, to add the principal and corpus of said one share to the trust hereinafter created for the benefit of my granddaughter Phyllis M. Fenneberg, to add two (2) of said five (5) shares to the trust hereinafter created for the benefit of my granddaughter Phyllis M. Fenneberg; and to add the remaining two (2) of said five (5) shares to the trust hereinafter created for the benefit of my granddaughter Eloise E. Fenneberg.

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Weitling

(IS)

(4) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of my granddaughter Phyllis M. Fenneberg during her natural life.

(4) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee to my said granddaughter during her natural life.

(4) (c). Upon the death of my granddaughter Phyllis M. Fenneberg to pay over, transfer, convey and deliver the principal and corpus of said one share to and among the then surviving issue of my daughter Irma L. Fenneberg in equal shares per stirpes, or if there be no such issue then to my then surviving issue in equal shares per stirpes.

(4) (d). In case my granddaughter Phyllis M. Fenneberg shall have died before me the said one (1) share shall be added to the trust hereinafter provided for my granddaughter Eloise E. Fenneberg, or if she shall also have died before me then the same shall be added to the trust hereinbefore provided for my daughter Irma L. Fenneberg.

(5) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of my granddaughter Eloise E. Fenneberg during her natural life.

(5) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee to my said granddaughter during her natural life.

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(5) (c). Upon the death of my granddaughter Eloise E. Fenneberg to pay over transfer, convey and deliver the principal and corpus of said one share to and among the then surviving issue of my daughter Irma L. Fenneberg in equal shares, per stirpes, or if there be no such issue then to my then surviving issue in equal shares per stirpes.

(5) (d). In case my granddaughter Eloise E. Fenneberg shall have died before me the said one (1) share shall be added to the trust hereinbefore provided for my granddaughter Phyllis M. Fenneberg, or if she shall also have died before me then the same shall be added to the trust hereinbefore created for my daughter Irma L. Fenneberg.

(6) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of my son-in-law Martin Fenneberg during his natural life.

(6) (b). To invest the same and keep the same invested and to collect the rents, issues, income and profits thereof and pay the same semi-annually or oftener in the discretion of such trustee to my son-in-law Martin Fenneberg during his natural life.

(6) (c). Upon the death of my son-in-law Martin Fenneberg to add the principal and corpus of said one (1) share to the trust hereinbefore provided for my granddaughter Eloise E. Fenneberg.

(7) (a). To hold two (2) of said twenty four (24) equal shares in trust for the benefit of my stepdaughter Irene L. Mac Dowell during her natural life.

(7) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee to my said stepdaughter during her natural life.

(7) (c). From and after the death of my stepdaughter Irene L. MacDowell, or if she shall have died before me, then from and after my death to continue to hold one (1) of said two (2) shares in trust for the benefit of her husband George I. MacDowell during his natural life; to pay the net rents issues income and profits of said one share semi-annually or oftener in the discretion of such trustee to said George I. MacDowell during his natural life, and upon his death to pay over, transfer, convey and deliver the principal and corpus of said one share to the then surviving issue of my said stepdaughter Irene L. MacDowell in equal shares per stirpes if more than one, or if there be no such issue, then to my then surviving issue by my wife Louise Blanche Weitling, in equal shares per stirpes if more than one.

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Weitling

(LS)

(7) (d). Upon the death of my stepdaughter Irene L. MacDowell, or if she shall have died before me, then at my death, to add the principal and corpus of the remaining one of said two (2) shares of the trust hereinafter provided for the daughter Louise I. MacDowell.

(8) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of Louise I. Mac Dowell, daughter of my said stepdaughter Irene L. MacDowell, during her natural life.

(8) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee to said Louise I. Mac Dowell during her natural life.

(8) (c). Upon the death of said Louise I. Mac Dowell to pay over, transfer, convey and deliver the principal and corpus of said one (1) share to the then surviving issue of my stepdaughter Irene L. MacDowell in equal shares per stirpes if more than one, or if there be no such issue then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes, if more than one.

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Weitling

(IS)

(8) (d). In case said Louise I. MacDowell shall have died before me the said one (1) share shall be added to the trust hereinbefore provided for the benefit of my stepdaughter Irene L. MacDowell.

(9) (a). To hold two (2) of said twenty four (24) equal shares in trust for the benefit of my sister Caroline D. Weitling during her natural life.

(9) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and pay the net rents issues income and profits thereof semi annually or oftener in the discretion of such trustee to my said sister Caroline D. Weitling during her natural life.

(9) (c). From and after the death of my said sister, or if she shall have died before me, then from and after my death, to pay the net rents issues income and profits of one of said two (2) shares semi-annually or oftener in the discretion of such trustee to my nephew Charles Herbert Weitling during his natural life, and upon his death to pay over, transfer, convey and deliver the principal and corpus of said one share to his issue then surviving in equal shares per stirpes if more than one, or if there be no such issue then to his sister my niece Edith Goulding Weitling, or if she shall not then be living to her issue then surviving in equal shares per stirpes if more than one, or if there be no issue then surviving of either my said nephew or my said niece, then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one.

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(9) (d). From and after the death of my said sister Caroline D. Weitling, or if she shall have died before me, then from and after my death, to pay the net rents, issues, income and profits of the remaining one of said two (2) shares, semi-annually or oftener in the discretion of such trustee, to my niece Edith Goulding Weitling, or if she shall not then be living to her then surviving in equal shares per stirpes if more than one, or if there be no such issue then to her brother, my said nephew Charles Herbert Weitling, or if he shall not then be living to his issue then surviving in equal shares per stirpes if more than one, or if there be no issue then surviving of either my said niece or my said nephew, then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one.

(10) (a). To hold two (2) of said twenty four (24) equal shares in trust for my brother Terijon Weitling during his natural life.

(10) (b). To invest the same and keep the same invested and to collect

the rents, issues, income and profits thereof and to pay the net rents, issues,

income and profits thereof semi-annually or oftener in the discretion of such trustee, to my said brother Terijon Weitling during his natural life.

(10) (c). From and after the death of my said brother Terijon Weitling, or if he shall have died before me then from and after my death, to pay the net rents, issues, income and profits of one of said two shares, semi-annually or oftener in the discretion of such trustee, to my grandniece Noreen Weitling, daughter of said Charles Herbert Weitling, during her natural life, and upon her death to pay over, transfer, convey and deliver the principal and corpus of said one share to her issue then surviving in equal shares per stirpes if more than one or if there be no such issue then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one, and to pay the net rents, issues, income and profits of the remaining one of said two shares, semi-annually or oftener in the discretion of such trustee, to my said niece Edith Goulding Weitling during her natural life, and upon her death to pay over, transfer, convey and deliver the principal and corpus of said one share to her issue then surviving in equal shares per stirpes if more than one, or if there be no such issue then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one.

(11). Subject to the provisions of Article Eleventh of this my will, any part of my said residuary estate of which I shall not have made valid and effectual disposition by the foregoing provisions of this my will I give devise and bequeath as follows, viz, One-third thereof to my wife Louise Blanche Weitling if she shall survive me and the remaining two-thirds thereof, or if my wife shall have died before me then the whole thereof, to my then surviving issue in equal shares per stirpes.

(12). (a). In case any person entitled under this my will to a share in my said residuary estate shall at the time when such share would under the foregoing provisions vest in possession in her or him be under the age of twenty one years, in any such case I direct that if and so far as may be permitted by law such share continue to be held in trust by said trustee or by its successor for the benefit of such minor person during her or his natural life until she or he shall reach the age of twenty one years.

(12) (b). Said Trustee shall invest any such share and keep the same invested and shall collect the rents issues income and profits thereof and reinvest and accumulate the same for the benefit of such beneficiary during her or his minority, but with authority to said trustee and to its successors in its or their discretion from time to time to pay over the whole or any part or parts of such income to such beneficiary or to expend the same for her or his maintenance education or other benefit.

(12) (c). When any such beneficiary shall reach the age of twenty one years I direct that the principal and corpus of such share together with the accumulated income therefrom, if any, be paid over, transferred and conveyed to her or him free from trust.

William W.
Weitling

(LS)

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Weitling

(LS)

(12) (d). In case any such beneficiary shall die before reaching the age of

twenty one years I direct that such principal and corpus be paid over, transferred and conveyed to such persons and in the same proportion as would have taken the same if the beneficiary so dying had been seized and possessed of the same as her or his absolute property.

Tenth: In respect to each trust created by this my Will I direct that the income thereof shall accrue and be computed for the beneficiary thereof from and after the date of my death.

Eleventh. In case it should result from any of the provisions of this my Will that the absolute ownership of any of my personal property or the absolute power of alienation of any of my real estate is directed to be suspended for a longer period than shall at the time of my death be permitted by law, then and in any such case I hereby revoke such provision so far as the same shall so be invalid and in lieu thereof I hereby give devise and bequeath the share of my estate thereby involved to the person or persons for whose benefit the same is directed by such invalid provision to be held in trust, absolutely free from trust, and to her or his heirs and assigns forever.

Twelfth. I authorize and empower my executor and trustee and its successor to transfer and deliver to any legatee or assign to any trust fund in lieu of cash any property real or personal except such as I shall have specifically devised or bequeathed, and any securities claims and demands which I may own or to which I may be entitled at the time of my death or which may have been acquired by said executor or trustee, and the determination of my executor and trustee or its successor as to the value thereof shall be conclusive and binding upon all parties.

Thirteenth; I authorize and empower my executor and trustee and its successor in its absolute discretion to retain any and all securities promissory notes causes of action and other property investments claims and demands of every sort which I may own or to which I may be entitled at the time of my death or to change and shift the same at will or to sell exchange mortgage lease collect compromise or otherwise dispose of and deal with the same, to continue any business in which I may be engaged or interested at the time of my death and to engage in any other business either alone or in partnership or otherwise, to make loans to, to borrow money or other property or securities for the benefit of and to make accept or endorse promissory notes and other negotiable instruments for the accommodation of any such business or any corporation in which I shall own stock at the time of my death or any corporation owned or controlled by a corporation in which I shall own stock at the time of my death; and to invest said trust funds in stocks bonds debentures bonds secured by mortgage on real estate in any part of the world, loans with or without security to any person firm corporation municipality government or governmental agency, and any property real or personal and any form of security investment obligation claim or demand of any sort whatever; all in its absolute discretion without being

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limited to such securities as are or may be authorized by any law, written or un-

written, for the investment of trust funds and without being limited to property or investments of the same sorts as are hereinbefore specifically mentioned, and I direct that my executor and trustee and its successor shall not be held responsible for any loss or diminution in my estate unless the same be due to the wilful misconduct or gross neglect or incompetence of some one or more of its directors officers agents or employees, and I expressly request that no Court interfere with or control its exercise of such discretion unless on the ground of its wilful misconduct or gross neglect or incompetence. In case the whole or any part of any trust fund should at any time be invested in bonds or other securities payable at a fixed or determinable time the value of which shall be more than par I direct that the whole of the interest and other income therefrom be paid to the beneficiary of such trust or accumulated for her or his benefit, as the case may be, without making any deduction therefrom for the preservation intact of the principal sum invested in such securities, except that in case upon the purchase or sale of any such securities any sum be paid or received by way of accrued interest proper adjustment thereof shall be made as between principal and income. In respect to any securities at any time held in any of the trusts created by this my will, the trustee for the time being shall have power and authority in its discretion to join in, consent to, or avail itself of the privilege of, any merger, consolidation, reorganization, recapitalization, or protective agreement involving or relating to such securities, and to deposit and / or exchange any such securities in connection therewith, and to pay any sum or sums which may be required in order to take part therein. The authority and discretion granted to such trustee by this Article Thirteenth shall, however, be subject to the restriction that no trustee shall have authority to invest any trust funds in the stocks, bonds, debentures or other securities or obligations of any company, corporation or association in which it shall then be directly or indirectly interested on its own account or any of whose stocks, bonds, debentures or other securities or obligations shall then be held by it on its own account or shall have been promoted or underwritten by it.

Fourteenth; I authorize and empower my executor and trustee and its successor for the purpose of making distribution of my estate as herein directed or for any other reason or purpose whatever at any time or times and from time to time until the complete accomplishment of the provisions of this my last will and testament in its absolute discretion and on such terms and conditions as it may deem best, to sell at either public or private sale, exchange, mortgage, lease and otherwise dispose of and deal with any property real or personal which I shall own at the time of my death (except such as I have specifically devised or bequeathed or which shall be acquired by my said executor or trustee, which or any interest in which is then held in trust or by any minor person, and to execute and deliver all such deeds and other instruments with or without covenants or warranty as may find necessary or convenient to carry this power into effect.

Fifteenth; In case my ^{wife} Louise Blanche Weitling shall die simultaneously

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(LS)

me or under such circumstances that it shall be difficult to determine with certainty which of us died first, or in case as the direct or indirect result of the same epidemic accident or other catastrophe I shall die within thirty (30) days after her death, then I direct that all the provisions of this my will be construed as if she had survived me.

Sixteenth; I direct that the provisions herein made for the benefit of my wife Louise Blanche Weitling, if accepted, are to be taken by her in lieu of dower and of all other rights and interests in my estate.

Seventeenth; I hereby nominate and appoint said Bank of New York and Trust Company, or any bank or trust company which may have succeeded to its business, to be executor of this my last will and testament.

Eighteenth; I hereby nominate and appoint my wife Louise Blanche Weitling to be guardian of the persons and estates of our minor child or children during her minority or during their respective minorities, as the case may be.

In Witness Whereof I have unto this my last will and testament, consisting of eighteen (18) pages, typewritten on one side only, each of which I have signed for identification, subscribed my name and affixed my seal this 7th day of October, in the year of our Lord one thousand nine hundred and twenty nine.

— William W. Weitling Seal

Subscribed, sealed, published and declared in the presence of all of us present at the same time by William W. Weitling, the testator above named, as and for his last will and testament, and we thereupon at his request and in his sight and presence and in the sight and presence of one another subscribe our names as witnesses hereto the day and year last above written, this attestation clause having first been read aloud in the presence and hearing of the testator and each and all of us.

David G. Kennedy, Residing at 486 Quincy St., Brooklyn, N.Y.

Edward W. Kane, Residing at 1407-76 St. Brooklyn, N.Y.

Robt. Harry, Residing at 40 E. Pierrepont Ave., Rutherford, N.J.

State of New York)

County of Queens } SS:- I, Henry S. Moran, Clerk of the Surrogate's Court of the County of Queens, do certify, that I have compared the preceding with the original record of the Last Will and Testament of William W. Weitling, deceased, as the same was proved in the Surrogate's Court of said County, on the 23d day of January 1930, and that the same is a correct copy thereof, and of the whole of such original. In Testimony Whereof I have hereunto subscribed my name, and affixed the seal of the Surrogate's Court of the said County of Queens at Jamaica, in said County, this 24th day of January 1930.

H.S. Moran, Clerk of the Surrogate's Court (LS)

A true record entered June 6th 1930 at 11-55 A.M.

H. S. Moran Clerk.

William W.
Weitling

(LS)

This Indenture,

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Made the 8th day of May 1958, A.D.
hundred and fifty-eight . nineteen

Between IRENE L. Mac DOWELL, residing on Beatty Road, no
street number, in the Town of New Windsor, Orange County, New York,

party of the first part, and
ALECK P. KUBINA, residing in the Town of New Windsor, Orange County,
New York, no street address,

Witnesseth, that the part y of the first part, in consideration of
TEN (\$10) Dollars
lawful money of the United States, and other good and valuable consideration
paid by the part y of the second part,
does hereby grant and release unto the part y of the second part,
his heirs and assigns forever.

All that certain lot, piece or parcel of land situate, lying and
being in the Town of New Windsor, Orange County, New York, and more

particularly bounded and described as follows:

BEGINNING at a point where lands of the party of the first part herein and lands formerly of Walter Denniston, now Agnes Bacher, and lands now or formerly of Jaegar intersect, which point is the most northerly corner of the premises intended to be described and running thence along the southeasterly line of lands of said Bacher the following three courses:- south $51^{\circ} 59'$ west 522.50 feet to a point; thence north $69^{\circ} 0'$ west 140.0 feet to a point; thence south $43^{\circ} 29'$ west 1447.00 feet to a point at the westerly corner of lands of the party of the first part (said point being the westerly corner of the herein described parcel to be conveyed) thence along the westerly line of lands of the party of the first part south $42^{\circ} 0'$ east 736.8 feet along lands now or formerly of Michael Mulligan to a point; thence along the following four courses, through lands of the party of the first part (said four courses forming the new division lines between the party of the first part and the party of the second part (1) North $42^{\circ} 0'$ east 309.5 feet to a point; (2) thence North $12^{\circ} 0'$ east 647.0 feet to a point; (3) thence North $37^{\circ} 0'$ east 92 feet; (4) thence North $47^{\circ} 0'$ east 1110.0 feet to the line of lands now or formerly

of Jaegar; thence along said Jaegar's land north $41^{\circ} 22'$ west 250 feet to the point or place of beginning. Containing all within said bounds.

No right of way or easement of ingress or egress either by necessity or otherwise is hereby granted.

Subject to grants to public utilities of record.

BEING a portion of the premises conveyed to William W. Weitling by George H. Brooks and others by deed dated April 12, 1911, and recorded in the Orange County Clerk's Office April 13, 1911, in liber 523 of deeds at page 384, and thereafter devised by the last Will and testament of said William W. Weitling to the grantor herein.

ALSO ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York and more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly line of Beatty Road where the southwesterly line of lands conveyed by George H. Brooks and others to William W. Weitling by deed dated April 12, 1911, and recorded in the Orange County Clerk's Office April 13, 1911, in liber 523 of deeds at page 384 and the northeasterly line of lands conveyed

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by William G. Mulligan to William W. Weitling by deed dated October 23, 1914, and recorded in the Orange Co. Clerk's Office October 28, 1914, in liber 552 of deeds at page 551 intersect the same and running thence in a northwesterly direction along the southwesterly line of the lands conveyed by the said Brooks to the said Weitling for a distance to a point in the south line of the lands first herein described and thence of 987.36 feet, more or less, to lands now or formerly of Lewis Miller, deceased; thence in a southwesterly direction along lands of Miller to the northeasterly right of way line of the Ontario & Western Railroad and thence in a southeasterly direction along the Ontario & Western right of way line to the northwesterly line of said Beatty Road and thence in a northeasterly direction along the northwesterly line of said Beatty Road for a distance of 250 feet more or less to the point or place of beginning.

BEING a portion of the premises conveyed by William A. Mulligan to William W. Weitling by deed dated October 23, 1914, and recorded in Orange Co. Clerk's Office October 28, 1914, in liber 552 of deeds at page 551, and thereafter devised by the last Will and Testament of said William W. Weitling to the grantor herein.

Subject to grants to public utilities of record.

The first of the aforesaid parcels shall be subject to the following restrictions and covenants which shall run with the title to said

lands forever:

1. That said premises shall be used for residential or agricultural purposes only including the raising and selling of bait fish and other articles pertaining to fishing.
2. That no pigs or goats shall be kept or maintained on said premises.
3. That no trailer village or dumps of junk or derelict automobiles shall be maintained on said premises for purposes of trade or business.

The second of the aforesaid parcels shall be subject to the following:

1. That said premises shall be used for residential or agricultural purposes only including the raising and selling of bait fish and other articles pertaining to fishing and that no other trade or business shall be carried on on said premises.
2. That no buildings shall be erected on said land within 50 feet of the front line thereof nor within 10 feet of the side lines thereof.
3. No pigs or goats shall be kept or maintained on said premises.
4. No residential structure shall be erected or placed on any building plot which plot has an area of less than 10,000 square feet or a width of less than 100 feet at the front building set back line.
5. No trailer, tent or shack shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence nor shall any building containing less than 800 square feet be used as a residence at any time, nor shall said premises be used as a dump for junk nor shall any automobiles be maintained or parked on said premises for purposes of trade or business.
6. No outdoor toilets shall be erected on said premises.

This Indenture,

Made the 3rd day of November, nineteen hundred and seventy-nine

Between

ALECK P. KUBINA, residing at (no number) Route 207,
Rock Tavern, Town of New Windsor, Orange County, New York

party of the first part, and

MIRCEA DIGERATU, residing at No. 144-44 41st Avenue,
Apartment 1D, Flushing, Queens County, New York, and TULIA DIGERATU,
his wife, residing at No. 144-44 41st Avenue, Apartment 1D,
Flushing, Queens County, New York,

party of the second part:

Witnesseth, that the party of the first part, in consideration of

TEN AND 00/100-----(\$10.00)-----Dollars,

Lawful money of the United States, and other good and valuable
consideration paid by the party of the second part,
does hereby grant and release unto the party of the second part,
~~ALL~~ *his heirs and assigns forever,*

All that plot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York known and designated as Lot No. 1 as shown on that certain map entitled "Subdivision for Aleck P. Kubina" filed in the Orange County Clerk's Office on November 15, 1979 as map No. 5095 and more particularly bounded and described as follows:

BEGINNING at a point on the Northwesterly boundary of Beattie Road, where the same is intersected by the Northeasterly boundary of lands now or formerly Rinaldi, said point marked by a concrete monument found, and running thence along lands of now or formerly Rinaldi the following two courses and distances, 1) N50° 26' 37"W a distance of 599.49 feet to a concrete monument found, 2) S52° 49' 43"W a distance of 247.19 feet to a concrete monument found, thence along lands of now or formerly Congelosi N51° 50' 06"W a distance of 282.81 feet to a point, thence along lands of now or formerly Bacher and following a line of metal fence posts N37° 54' 44"E a distance of 286.37 feet to a point, thence along the same N49° 53' 47"W a distance of 665.66 feet to a corner of stone walls, thence along the same and following a stone wall N34° 18' 30"E a distance of 309.06 feet to a point, thence through lands of Kubina S49° 53' 47"E a distance of 723.03 feet to a point in a

stone wall, thence along lands of now or formerly Wagner and following a stone wall the following three courses and distances, 1) S33° 33' 39"W a distance of 309.50 feet to a corner of stone walls, 2) S52° 52' 37"E a distance of 281.34 feet to a point, 3) S50° 26' 37" E a distance of 616.50 feet to a point, thence along the first mentioned northwesterly boundary of Beattie Road S52° 49' 43"W a distance of 51.53 feet to the point of beginning containing 7.920 acres.

BEING A PORTION of the first parcel described in deed dated July 8th, 1958, made by Irene L. MacDowell to Aleck P. Kubina and recorded in the Orange County Clerk's Office on July 8th, 1958, in Liber 1467 of Deeds at Page 511,

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Together with the appurtenances and all the estate and rights of the party of the first part in and to the said premises.

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever, as tenants by the entirety.

And the said ALECK P. KUBINA covenants that he will not do anything whereby the said premises have been encumbered.

And the grantor covenants as follows: That he will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust to be applied first for the purpose of paying the cost of the improvement, and he will apply the same first to the payment of the cost of the improvement, and any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In the Presence of

Aleck P. Kubina
ALECK P. KUBINA

Deed

ALECK P. KUBINA

TO
MIRCEA DIGERATU

Dated

November 3 1979

State of New York
County of Orange } ss.

On the *3rd* day of *November*, nineteen hundred and
seventy-nine before me personally came
ALECK P. KUBINA

foregoing
to be the individual described in, and who executed, the foregoing instrument, and ac-
knowledgeed that he executed the same.

JAMES L. MONELL
Notary Public in the State of New York
Qualified in Orange County
My commission expires Mar. 30, 1980

Notary Public

Received & return to
Mircea Digeratu
Mircea Digeratu
137-48 Juniper Avenue
Flushing, NY 11355
LAW OFFICES OF
NORTHROP AND STRADAR
388 BROADWAY P. O. BOX 2395
NEWBURGH, NEW YORK 12550

RECEIVED
\$ *10.45*
REAL ESTATE
DEC 1 1 1979
TRANSFER TAX
ORANGE
COUNTY
Chap

Orange County Clerk's Office, s.s.
Recorded on the *11th* day
of *Dec* 1979 at *1:20*
o'clock *P* M. in Liber *32151*
at page *888*
Examined
John A. Schlegel
Clerk

LINE 2151 MADE 883